KOLAR DIVISION.

Notification dated 6th August 1940.

1. Sealed tenders will be received at the Office of the Executive Engineer, Kolar Division, up to 2 P.M. on 30th August 1940, for improving the capacity of Chinnasandra tank (major) Reg. No. 400/451 Chintamani Taluk at R.L. 51·00.

2. Tenders in the prescribed form obtainable from the Office of the Executive Engineer, Kolar Division, should be addressed to the Executive Engineer, Kolar Division, in a sealed cover and superscribed as "Tender for improving the capacity of Chinnasandra tank (major)." The name of the tenderer should also be superscribed on the top of the cover.

3. Each tender must be accompanied by a treasury chellan for earnest money of Rs. 175 paid to the credit of "17 (*a*) P. W. Deposits" against the account of the Executive Engineer, Kolar Division. The earnest money of the successful tenderer will be retained as security for the due fulfilment of the contract. Such a deposit in cash will not carry any interest.

4. The tenders will be opened in the presence of such tenderers who wish to be present on 30th August 1940 at Kolar. The final acceptance of the tender will rest with the Executive Engieer, who does not bind himself to accept the lowest or any tender, or to assign any reason whateven for the rejection of any.

5. The name of the successful tenderer will be posted on the Notice Board in the Executive Engineer's Office in due course. Within eight days of the acceptance of the tender, the successful tenderer will be required to execute an agreement in the departmental schedule contract form, for the due fulfilment of the contract, and for the execution of all items of work in accordance with the Bombay specifications. A reserve of 5 per cent will be withheld in the work bills of the contractor and the same repaid after the due fulfilment of the contract.

6. Failure to comply with the condition 5 above, or to agree to carry out the work in accordance with the specifications and agreements in force will entail forfeiture of the earnest money.

7. The earnest money of rejected tenders will be returned on submission of the receipt originally granted, along with an application to the Executive Engineer.

8. Copies of contract documents, schedules and drawings may be seen at any time at the Executive Engineer's Office, Kolar, on all working days between 11 A.M. and 5 P.M.

9. Specific rates should be given for each item in the schedule accompanying the tender and the rates should be in rupees, annas and pies and expressed in words and figures. Tenders offering a percentage reduction on the estimate amount will be rejected.

10. Any rates or lumpsum amounts for the items not called for, if tendered by the tenderer, will not be taken notice of. The rates for such items may be entered in a separate schedule with date and reasons for the same. When lumpsum provisions are shown in the schedule of quantities, the contractor will be paid at either his tendered rate for each item or the prevailing schedule of rates in the Division at the discretion of the Executive Engineer.

11. No alterations which are made by the tenderers in the tender form in the nomenclature of the items of work will be recognised and if corrections are made the tenders are liable to rejection.

12. There should be no alterations or erasures in the tenders in the rates of items and any corrections made in the rates should be attested to, and the number of corrections, if any, in each page noted at the foot of the same by the tenderer.

13. No reference should be made to the Public Works Department schedule of rates.

14. In the event of the tender being submitted by a firm, it must be signed separately and severally by each member thereof, or in the event of absence of any partner, it must be signed on his behalf by a person holding power-of-attorney authorising him to do so.

15. When once the rates tendered have been accepted, they will not be revised under any circumstances. In regard to items of work not tendered, the rates for the same will be calculated by the Executive Engineer, on the basis of current rates for materials and labour with a contractor's profit of 5 per cent as may be approved by the Superintending Engineer. This shall be final and legally binding on the tenderer.

16. The quantities given in the schedule are only approximate and the drawings shown to the contractor are only tentative and are liable to alterations, omissions, deductions or additions, at the discretion of the Executive Engineer or his representative and may be due to any reasons whatsoever. The tendered rates will hold good for any quantity, whether higher or lower than those given in the enclosed schedule.

17. The works should be completed and handed over in a tidy condition to the Public Works Department by the end of March 1941, failing which the Executive Engineer may, at his discretion, levy a penalty of Rs. 5 per day which will ordinarily be calculated at 12 per cent per annum on the total outlay as liquidated damages for non-fulfilment of contract, and will be recovered from the contractor's outstandings for the period exceeded by him beyond the time fixed and until the work is completed and handed over.

18. In all matters of disputes of any kind not specially provided for in the agreement or of rates, penalties, measurements, quality of work, etc., the decision of the Chief or the Superintending Engineer shall be final and legally binding.

19. No claim for damages for delays caused by officers of the department in the execution of the work will be considered, whatever may be the reasons for such delays. Contractors should bear this in mind when tendering for the work. Extension of time due to delays caused by the departmental officers will, however, be considered on the merits of each case.

20. The contract should not be sublet.

21. All materials, tools and plant and machinery that will be supplied by the Executive Engineer in the interest of the work shall be accepted by the tenderer at the rates fixed by the Executive Engineer.

The tenderer will pay the hire on tools and plant and machinery as per rules from the date of taking over of such machinery, tools and plant from the Stores to the date of return thereto, the dates considered being the dates of acknowledgments of the vouchers in each transaction.

22. The contractor should arrange for the payment of royalty and tolls.

Note.—(*a*) The contractor should at his own cost—

(1) Provide rods, stakes, ropes and labour required in setting out the works.
(2) Provide all necessary scaffolding, centering, labour and appliances for hoisting.
(3) Provide mortar mills and sheds, to keep materials under cover and also for workmen.
(4) Arrange for protecting work during inclement weather.
(5) Supply requisite temporary lights, water cisterns, water pumps and hoses, sieves, parahs, shoring, strutting and other requisite protective appliances during the progress of the work.
(6) Supply all water required for work and workmen and shall provide temporary latrines and drains.
(7) Clean away all dirt, rubbish, superfluous materials and debris as they accumulate.
(8) Provide arrangements for pumping and baling of water from excavations and foundations wherever and whenever necessary with his own pumping apparatus including necessary leading drains, slump pits, etc.
(9) Afford facilities to any other parties employed upon the work by the P. W. D., so that their work may proceed during the progress of the contract, and give such persons the use of ordinary scaffolding and ladders.
(10) The contractor is responsible for all accidents to workmen, etc., on the work and must take precaution against all risk of accidents and if necessary provide for the same by Insurance at the proper time.

Note.—(*b*) It is the business of the contractor to make his own arrangements for quarries and supplies of materials.

N. B.—Copies of tenders in the prescribed form are obtainable from the office of the Executive Engineer, Kolar Division, Kolar, only on a payment of Re. 0-4-0 per form.

Abstract estimate for improving the capacity of Chinnasandra Tank (major) Register No. 400/451 Chintamani Taluk, at R. L. 51·00.

No.	Items of work	Unit	Rate	Quantity	Rates to be tendered
	Bund at R. L. 57·00.		Rs. a. p.		Rs.
1	Cutting trenches and grips including bank of feeder channel for the seat of new earth work	Grade	2 0 0	29	
2	Earthwork to bund from barrow pit with lead and lift including watering and tamping, etc., complete	C.yd.	0 4 0	4,176	
3	Removing and resetting old stone revetment here and there with new jelly backing and wedging including fixing old grade stones, etc., complete ..	L. S.	..	..	
4	New stone revetment including packing and wedging, etc., complete	C.yd.	1 8 0	417	
5	Turfing the slopes of bund with watering and tamping, etc., complete	S.yd.	0 0 9	5,414	
6	Providing and fixing new grade stones in place of missing ones including cutting figures and painting, etc., complete	No.	1 8 0	10	
7	Do Index stones do ..	,,	0 6 0	10	
8	Do Register No. stones do ..	,,	3 0 0	1	
9	Do new gauge stone 15 ft. height including figuring and painting, etc.	,,	15 0 0	1	
10	Do New bench mark stones including cutting figures and painting, etc., complete ..	No.	2 8 0	2	
	Total Cost ..				
	II. *Waste Weir.*				
	Raising the waste weir from R. L. 50·00 to R. L. 51·00				
1	Removing the crest slab and refixing after raising the body wall with masonry	S.ft.	0 2 0	243	
2	Burnt brick in surki mortar	C.ft.	0 4 0	265	

No.	Items of work	Unit	Rate	Quantity	Rates to be tende
			Rs. a. p.		Rs.
3	Plastering with surki mortar after raking joints ..	Sqr.	3 4 0	2·55	
4	Concrete broken stone jelly in surki mortar for concrete Ramp with plastering in cement mortar with a slope of 1 : 6	C.ft.	0 4 0	486	
5	Providing apron with new rough stone to prevent scouring action	C.yd.	1 8 0	133	
6	Filling in with stone boulders below apron including lead	,,	1 0 0	133	
7	Plastering the top of existing masonry wall and repairing the damaged portion, trimming the halla bank and providing earth ramp on water side at waste weir site	L. S.	..	..	
	Total Cost Rs. ..				
	III. *Sluice No.* 1 & 2 *for extending barrel and necessary repairs.*				
	Do do do ..	L. S.	..	..	

C. R. IYENGAR,
Executive Engineer.

TUMKUR DIVISION.

Notification dated 30th July 1940.

Notice is hereby given that sealed tenders will be received at the Office of the Executive Engineer, Tumkur Division, up to 2 P.M. on 2nd September 1940, for constructing Town Hall Building at Kortagere. An approximate estimate of quantities is given below. These quantities are not guaranteed. The work should be completed by the end of May 1941.

2. The plans, detailed estimate and conditions may be seen at the Executive Engineer's Office at Tumkur, between the hours of 11 A.M. and 5 P.M.

3. Tenders should be submitted on printed forms, which may be obtained from the Executive Engineer on payment of four annas per form. The tenders should be accompanied by a statement in the form given below, showing the rates at which the different items specified will be executed.

4. Each tender must be accompanied by a treasury chellan for rupees one hundred as earnest money, and be superscribed as "Tender for constructing Town Hall Building at Kortagere," in default of which tenders will be rejected.

5. The final acceptance of any tender will rest with the Executive Engineer, who does not bind himself to accept the lowest or any tender or to assign any reason whatever for the rejection of any tender.

6. Within eight days of the acceptance of the tender, the successful competitor will be required to execute the usual contract bond, in default of which his tender will be considered cancelled and his earnest money will be forfeited.

7. The name of the successful competitor, whose tender has been accepted, will be posted on the Notice Board in the Executive Engineer's Office in due course. No enquiry regarding the acceptance or rejection of a tender will receive any reply.

8. On acceptance of one of the tenders, the earnest money on rejected tenders will be returned.

9. Rates once tendered will not be enhanced on any account.

10. Rates for non-tendered and non-estimated items shall be as per current schedule rates of the department or those fixed by the Executive Engineer after working out data with not more than 10 per cent for contractor's profit.

11. In all matters not specifically provided for and in all matters of dispute about rates, quantities, measurements, quality of works, etc., and in all disputes of any kind, the decision of the Executive Engineer will be final and legally binding.

12. Quotations must be given in words as well as in figures and they must be in specific term of unit shown against each item of work. Any quotation quoted at so much percentage less or more than estimated rate will not be accepted.